



Western Mass Environmental, LLC
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EMERGENCY SPILL AGREEMENT

This Agreement, made this, the _____ day of _____, year of _____, between _____ (hereinafter known as Company) with facilities at _____ has designated Western Mass Environmental, LLC. (hereinafter known as WME as the Company's Environmental Response Contractor.

After a notice by the Company, WME shall respond to all emergency situations involving the accidental release of oil and hazardous materials. The Company must call WME's 24-hour response line at 1-866-662-2622. Following a notice by the Company of a release of oil or hazardous materials, WME shall be prepared to respond and deploy up to 1000 linear feet of boom within one hour and will have a vacuum truck on site within 2 hours of said notice of release (if necessary).

WME shall be on call to respond with appropriate equipment and manpower, 24 hours a day, 365 a year. The Company shall provide a list of hazardous materials used on-site and identify the location where they are stored on-site. The Company will provide MSDS forms for all hazardous materials stored on-site as needed.

After receiving authorization from the Company, WME shall, under the owner's direction, clean-up, contain, mitigate, transport, arrange storage on the generator's site, and disposal of released materials according to Local, State and Federal Environmental Regulations utilizing the best engineering technology available.

WME shall supply tools, equipment, materials, labor and all necessary items needed to clean, contain, dispose or store on-site at the Company's facility materials released into the environment or released within the Company's premises. (Amended to this document, please see WME's complete Equipment and Supplies List). The Company shall maintain an inventory of any special neutralizing or treating agents recommended by the chemical manufacturers for those chemicals stored at the facility.

WME shall supply additional equipment and materials as necessary for the maintenance of equipment and the decontamination of personnel or equipment. WME shall supply labor trained in accordance with OSHA Regulation 1910.120 and other applicable safety regulations.

WME shall document all activities related to the sampling, analysis, clean-up, containment, storage or

transportation of released materials, including daily activity reports or logs pertaining to activities associated with the mitigation and will provide this documentation to the Company.

WME shall maintain Environmental Insurance and Worker's Compensation Liability Insurance for the term of this Agreement.

WME and its employees shall treat as confidential any event that may pertain to the incident and shall not make public any information about the event without written consent by the Company.

The Company shall make available to WME an individual designated as Emergency Coordinator or other Company official knowledgeable of the chemical being handled and of the physical location of the spill. The Company shall provide WME a copy of Material Safety Data Sheets for all the hazardous substances on-site and a copy of SPCC Plan and/or Site Contingency Plan. Other support shall be available to WME as required.

In the event of an incident, the Company shall supply to WME employees access to the telephone and all necessary electric utilities, if not disrupted by the incident.

The Company shall be responsible for providing a secure storage area for drums, tanks, roll-off containers or trucks for the storage of clean-up materials or other emergency response equipment. WME can assist the company in security coverage as needed.

The Company and WME shall be jointly responsible for interfacing with State or Federal Environmental Officials with respect to activities associated with a Reportable Quantity Release of hazardous materials.

WME or the Company's Emergency Coordinator or other authorized official are empowered to stop any project activity if unsafe conditions exist or as directed by Federal, State or Local Official(s). WME shall obey all the Company safety rules and regulations while on Company property. The Company shall provide WME with a written set of those rules.

The Company agrees to issue a Purchase Order upon completion of this Agreement. The Company shall reimburse WME on a Time and Materials basis for work performed in response to a release in accordance with WME's most recent Labor and Equipment Rate Sheet (Attachment 1) and any other separately quoted items.

WME shall provide an itemized invoice for all equipment, personnel, supplies, analytical fees, disposal fees, taxes and insurance surcharges. The Company agrees to pay these invoices within thirty (30) days of receipt. The Company agrees to pay a finance charge of 1.5% per month for all invoices not paid within thirty (30) days. If the work performed in response to a release is covered by insurance, the Company will use its best efforts to assist WME in obtaining payment from its insurance carrier. In all cases the Company will retain responsibility for payment of invoices within the above stated payment terms.

The Company agrees to indemnify, exonerate, and hold WME harmless against loss, damage or expense, by reasons of suits, claims, demands, judgments and causes of action for personal injury, death or property damage arising out of or in anyway in consequence of the performance of all work under taken by WME